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December 27, 2007

RECORDATION NO. 18855-T FILED

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

JAN 03 '08 -3 01 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of **Lease Supplement No. 7** (Solvay Minerals Equipment Trust 1994) dated December 21, 2007, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Solvay Minerals Equipment Trust 1994 documents which were previously filed with the Board under Recordation Number 18855.

The names and addresses of the parties to the enclosed document are:

Lessor	Wilmington Trust Company Rodney Square North 1100 N. Market Street Wilmington, Delaware 19890-0001 Attention: Corporate Trust Administration
Lessee	Solvay Chemicals, Inc. (formerly known as Solvay Minerals, Inc.) 3333 Richmond Avenue Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

Four hundred forty eight (448) Center Flow® covered hopper rail cars of 4,650 cubic foot capacity manufactured by ACF Industries, Inc. bearing SMNX reporting marks and road numbers 100 to 123, 125 to 201, 203 to 272, 274 to 307, 309 to 335, 337 to 367, 369 to 419, 421 to 453, and 455 to 555 together with all parts, appurtenances and other equipment and property attached thereto.


Mr. Vernon A. Williams
December 27, 2007
Page 2

A short summary of the document to appear in the index follows:

This document removes rail car SMNX 454 from the Equipment Lease Agreement (Solvay Minerals Equipment Trust 1994) dated as of June 1, 1994, as amended, due to the destruction of rail car SMNX 454 in a casualty event on August 2, 2007.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Nina B. Skinner".

Nina Bianchi Skinner

NBS/vm
Enclosures

JAN 03 '08 -3 01 PM

EXECUTION COPY

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 7

(Solvay Minerals Equipment Trust 1994)

Dated December 21, 2007

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of June 1, 1994, between the Owner Participant and
Wilmington Trust Company in its individual capacity,
Lessor

and

SOLVAY CHEMICALS, INC.
(formerly known as Solvay Minerals, Inc.),
Lessee

SMNX 454

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. SECTION 11301 ON _____, 200__, AT _____ P.M.
UNDER RECORDATION NUMBER 18855-__ AND DEPOSITED WITH THE OFFICE OF
THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE
CANADA TRANSPORTATION ACT ON _____, 200__, AT _____ P.M.

LEASE SUPPLEMENT NO. 7
(Solvay Minerals Equipment Trust 1994)

This LEASE SUPPLEMENT NO. 7 (this "Lease Supplement"), dated December 21, 2007, is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Lessor"), not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof, and SOLVAY CHEMICALS, INC. (formerly known as Solvay Minerals, Inc.), a Delaware corporation (the "Lessee").

A. The Lessor and the Lessee have heretofore entered into the Equipment Lease Agreement dated as of June 1, 1994 (the "Lease") to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of June 1, 1994, among Manufacturers Hanover Leasing International Corp. (successor to J.P. Morgan Interfunding Corp.), Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, Lessee, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. On August 2, 2007, an Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, on the date hereof and pursuant to Section 28(a)(i) of the Lease, Lessee has paid to Lessor (i) the amount of \$43,696.79 as the Stipulated Loss Value of the Lost Equipment, and (ii) the amount of \$417,357.77 as the Rent due pursuant to the Lease, has otherwise fulfilled its SLV Obligations (as defined in the Lease) with respect thereto.

3. Lessor and Lessee agree that:

(i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold, and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);

(ii) the Lost Equipment is released and discharged from the provisions of the Lease;

(iii) Effective as of December 21, 2007, Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and

(iv) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment subject to the Lease.

4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

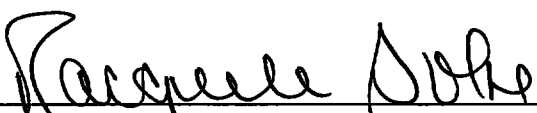
5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

[the remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of June 1, 1994, between the Owner Participant and Wilmington Trust Company in its individual capacity

By: 
Name: Jacqueline E. Solone
Title: Administrative Account Manager

SOLVAY CHEMICALS, INC.

By: 
Name: STEPHEN KOVAR
Title: VP FINANCE

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

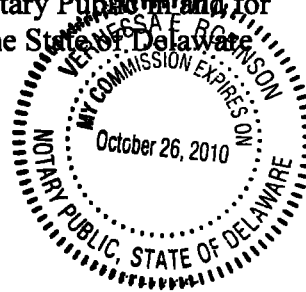
STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

On this 28 day of Nov, 2007, before me personally appeared Jacqueline E. Solone to me known, who, being by me duly sworn, did depose and say that he/she is the Administrative Account Manager of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.



Notary Public in and for
the State of Delaware

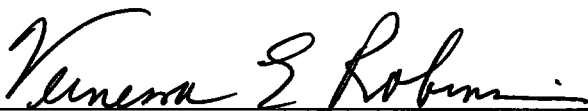
My Commission Expires: **VERNESSA E. ROBINSON**
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2010



REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

On this 28 day of NOV, 2007, before me personally appeared Jacqueline E. Solone, to me personally known, being by me duly sworn, says that he/she is Administrative Account Manager of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors on _____; 2007, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Notary Public in and for
the State of Delaware

My Commission Expires: **VERNESSA E. ROBINSON**
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2010



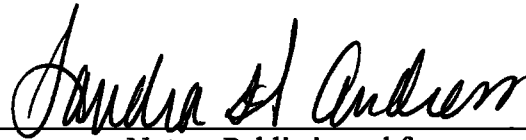
SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF TEXAS §

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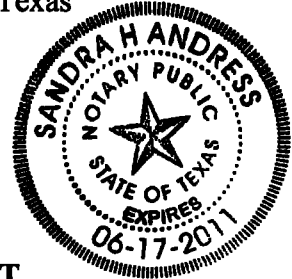
COUNTY OF HARRIS §

This instrument was acknowledged before me on 12/14, 2007, by Stephen Kovar, the Vice President, Finance of SOLVAY CHEMICALS, INC., a Delaware corporation.



Notary Public in and for
the State of Texas

My Commission Expires: 6/17/2011



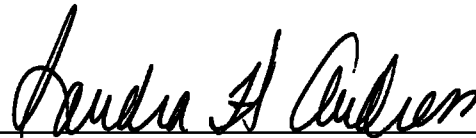
REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF TEXAS §

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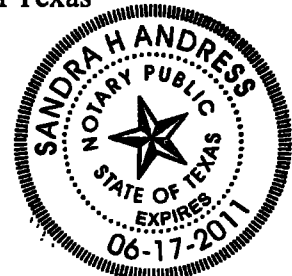
COUNTY OF HARRIS §

On this 14th day of December, 2007, before me personally appeared Stephen Kovar, to me personally known, being by me duly sworn, says that he/she is the Vice President, Finance of SOLVAY CHEMICALS, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors on December 14, 2007, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Notary Public in and for
the State of Texas

My Commission Expires: 6/17/2011



SCHEDULE I
to
LEASE SUPPLEMENT NO. 7
(Solvay Minerals Equipment Trust 1994)

Description of the Lost Equipment:

One Center Flow® covered hopper railcar of 4,650 cubic foot capacity, initialed SMNX and numbered 454, together with all parts, appurtenances, and other equipment or property attached to said unit of railroad equipment.

SCHEDULE II
to
LEASE SUPPLEMENT NO. 7
(Solvay Minerals Equipment Trust 1994)

SCHEDULE II TO LEASE SUPPLEMENT NO. 7
(Solvay Minerals Equipment Trust 1994)

\$24,199,618.64 :Adjusted Equip. Cost (for remaining 448 railcars)
456 :Original Car Count
448 :Revised Car Count
(less SMNX 124, 202, 273, 308, 336, 368, 420 and 454)

Rental Date	No.	Total Rent %	Advance Rent %	Arrears Rent %	Total Rent \$
Jun 21 2008	28	7.20054858	0.00000000	7.20054858	\$1,742,505.30
Dec 21 2008	29	1.59347013	0.00000000	1.59347013	\$385,613.69
Jun 21 2009	30	7.42105372	0.00000000	7.42105372	\$1,795,866.70
Dec 21 2009	31	1.37296498	0.00000000	1.37296498	\$332,252.29
Jun 21 2010	32	8.79401870	8.79401870	0.00000000	\$2,128,118.99
Dec 21 2010	33	7.97485613	7.97485613	0.00000000	\$1,929,884.77
Jun 21 2011	34	0.81916257	0.81916257	0.00000000	\$198,234.22
Dec 21 2011	35	8.26292993	8.26292993	0.00000000	\$1,999,597.53
Jun 21 2012	36	0.53108878	0.53108878	0.00000000	\$128,521.46
Dec 21 2012	37	8.57419826	8.57419826	0.00000000	\$2,074,923.28
Jun 21 2013	38	0.21982044	0.21982044	0.00000000	\$53,195.71
Dec 21 2013	39	8.79361272	8.79361272	0.00000000	\$2,128,020.74
Jun 21 2014	40	0.00040598	0.00040598	0.00000000	\$98.25
Dec 21 2014	41	8.79361272	8.79361272	0.00000000	\$2,128,020.74
Jun 21 2015	42	0.00040598	0.00040598	0.00000000	\$98.25
Dec 21 2015	43	8.79361272	8.79361272	0.00000000	\$2,128,020.74
Jun 21 2016	44	0.00040598	0.00040598	0.00000000	\$98.25
Dec 21 2016	45	4.39700935	4.39700935	0.00000000	\$1,064,059.49